



THE MANDEVILLE HALL, KIMBOLTON

Registered Charity No. 302646

TERMS & CONTRACT OF HIRE AGREEMENT

The Mandeville Hall, Thrapston Road, Kimbolton, Cambs. PE28 0HW

This hall hire agreement is prepared based upon the ACRE (Action with Communities in Rural England) standard hire agreements.

Authorised Licensable Activities:

Regular Entertainment (Indoors) – Performance of Play, Exhibition of Film, Indoor Sporting Events, Live Music, Recorded Music, Performance of Dance & Anything Similar, Facilities and Making Music, Facilities for Dancing & Anything Similar, Supply of Alcohol (on Premises only)

Booking Conditions

1. In order to hire The Mandeville Hall or areas thereof the HIRER will be required to complete & sign the booking form together with the payment of a £10 Booking Fee. For Regular User Groups there is a separate booking form and no booking fee is required.
2. All Hirers must read through carefully the Terms & Contract of Hire Agreement, Booking Instructions and the Health & Safety Policy before making a booking.
3. The hirer's fee along with a Returnable Deposit depending on the event (see booking information) will be payable no later than 14 days prior to the event. The deposit is fully refundable if the Hirer complies with all conditions of the hire and leaves the hall and premises in a clean, undamaged condition and returns the exit checklist. Failure to pay promptly may result in cancellation of the booking.
4. Regular User Groups will be invoiced on the first of each month and payment must be received within 14 days of issue.
5. In all cases (i.e. Casual users and Regular User Groups) a cancellation fee of 50% of the hire fee will be charged for cancellations within 30 days of the event and 100% for a cancellation within 7 days of the event.
6. Please make cheques payable to "Mandeville Hall".
7. Any variation to the terms and conditions of this Contract of Hire must be agreed in writing.

The Mandeville Hall Hire Agreement Special Conditions of Hire

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003. These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

1. Hours of Opening & Specific Exclusions

Licensed functions must only run between 10.00 am and midnight, Saturday to Thursday inclusive and on Friday between 10.00am and 1.00 a.m. Saturday morning. The sale of alcohol can only commence from 12 noon. Alcohol cannot be sold to be consumed off the premises. **Please note that the Hall has adopted the Challenge25 initiative, which must be strictly adhered to, in order to ensure that there is no underage drinking in compliance with the Hall Premises License and Licensing Act. TENS notices for the sale of alcohol are not accepted by the Hall.**

2. Age. The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

3. Dangerous and unsuitable Performances. Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

4. Film Shows. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

The Mandeville Hall Hire Agreement Standard Conditions of Hire

These standard conditions apply to all hiring of The Mandeville Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Period of Hire

The Hirer shall ensure that they comply with the times and the hours booked and that access and leaving times are adhered to. Failure to do so will result in additional charges being applied.

2. Capacity & Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity. In particular Children attending parties must be supervised at all times during the event. As directed by the Hall Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2.1 The Hirer must provide proper supervision of car parking arrangements so as to avoid obstruction of the highway & emergency exits.

2.2 For any parties/dances or discos, the Hirer will be responsible for ensuring that two persons over the age of 21 will be in charge and present upon the premises during the whole time the hall is open for the function. The persons in charge will not be engaged in any way in such activities of the party as might prevent them from exercising supervision of the premises or from maintaining good order.

2.3 Capacity of the Hall:

- Main Hall - maximum of 150 persons for a dance/ disco (no seating or tables).
- Main Hall - total seats must not exceed 120. Maximum number of seats in each row must not exceed 7 with a central aisle and end aisles for each row.
- Main Hall - 80 persons is a comfortable and safe number for seating around tables
- Community Hall - 50 seats maximum. In rows of no more than 7 seats
- Community Hall - 40 seated around tables

3. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Terms & Contract of Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. **All proposed supporting entertainment or equipment for an event must be authorised in writing at the time of booking. In particular the use of Bouncy Castles and other forms of entertainment which may damage the floors/decorations is prohibited inside the halls.**

4. Cancellation

The Mandeville Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Hall Management Committee reasonably considering that:
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer

- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but The Mandeville Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

5. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Licences

If licences are required in respect of any activity in The Mandeville Hall the Hirer should ensure that they hold the relevant licence or The Mandeville Hall holds it.

7. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- (a) The Hirer acknowledges that they have noted instruction in the following matters:
 - The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of the fire exit doors.
- (b) In advance of the function the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That there is no obvious fire hazards on the premises.

8. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Any electrical equipment brought into the Hall must have been P.A.T tested within 3 years of the date of the hire.

10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible and complete the relevant section in The Mandeville Hall's accident book which is located in the main kitchen. Any failure of equipment belonging to The Mandeville Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Management Committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

11. Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the Hall Management Committee and The Mandeville Hall's volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

12. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Hall Management Committee. No decorations are to be put up near light fittings or heaters.
- (c) Smoke machines must not be used by Disco's hired for events in the hall.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the written consent of the Hall Management Committee.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be sold to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Children & Vulnerable Adult Protection (copy on main notice board)

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service (DBS) checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Hall Management Committee with a copy of their Child & Vulnerable Adult Protection Policy on request.

16. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

17. Stored Equipment

The storage of any equipment in the hall must be authorised in writing by the committee. The Mandeville Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

18. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, advertisements, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of The Mandeville Hall remain in the premises at the end of the hiring. It will become the property of The Mandeville Hall unless removed by the hirer who must make good to the satisfaction of the hall any damage caused to the premises by such removal.

19. Hiring of the Bar and Audio/Video System

To have use of the Bar or Audio/Video System the Hirer must have hired these facilities and paid the appropriate hire fees. The Hirer will ensure that the use of all equipment in these facilities is in accordance with the instruction/guides that are available within each of the areas. If any of the equipment is faulty, it must be reported to the Hall Management Committee immediately, please do not attempt to fix the problem yourself. All of these areas must be fully cleaned prior to leaving.

20. Energy Efficiency

The Hall Management Committee is committed to making the hall and its facilities as energy efficient as possible. All users have a responsibility to help with this objective by closing all external doors promptly in winter, ensuring that the stage curtains are closed on departure, closing all individual room doors internally to preserve heat and switching off lights and equipment when not required.

21. No Rights

The Terms & Contract of Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

22. End of Hire

All Hirers shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise The Mandeville Hall shall be at liberty to make an additional charge.

All rubbish must be taken away by the hirer for disposal.

Casual Hirers shall also complete and sign the Entry/Exit Checklist and return it to the Trustee dealing with the booking or return it to the Booking Secretary with the key/s. **Failure to leave the premises clean & tidy will result in the loss of any deposit.**

23. Liability

The Hall Management Committee cannot be held liable for damage to persons or property however caused or for theft of property at any time. Hirers using climbing aids such as stepladders do so at their own risk. Hirers using equipment in the kitchen and bar do so at their own risk. Hirers using the car park areas do so at their own risk.

General Notes

1. Health & Safety

All users are responsible for the care and safe use of the Hall facilities. Regular user groups must have a nominated representative who signs to acknowledge their responsibility to the H&S policy.

- The Mandeville Hall has a strict no smoking policy, including electronic smoking devices.
- In the event of a fire The Mandeville Hall should be evacuated in an orderly manner using the appropriate exits. Call the Fire Brigade by dialling 999. In the event of an evacuation, all hall users should congregate in the car park at the side of the hall.
- The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- Do not use water extinguishers on electrical apparatus. Dry powder extinguishers for electrical fires and burning fat are placed in the kitchen.
- Emergency signs must never be switched off.
- The exact location of fire exits and fire extinguishers must be noted before The Mandeville Hall is occupied and the manner of opening fire exit doors should be made known to your guests. (A plan showing emergency exits is displayed on the information board in the entrance to each of the halls).
- A first aid box is hung on the wall in both the Main Hall Kitchen and in the Community Hall Kitchen Area.
- Accidents must be recorded in the accident book, sited in the main Kitchen.
- If appropriate open windows in the hall to improve ventilation.

2. Car Parking

- Ensure that vehicles do not overhang the white lines or obstruct pedestrians or traffic on the main road. The space on the Fire Station side of the hall should be used.
- Full access must be allowed to Emergency Exits and the Scout HQ to the rear of the car park.
- 2 disabled parking bays are located adjacent to the right-hand side of the hall
- The Hirer must provide a steward for the car park in the event that large numbers of drivers are expected to their event.

3. Chairs and Tables

- 120 upholstered chairs and 21 tables (183cm x 68.5cm), 10 round (5') and 10 tables (91cm x 91cm) are available for the Hirer's use.
- The tables are stacked in the storeroom between the bar and kitchen and in the lobby by the gent's toilet in the main hall.
- Chairs are located in the main hall and the room between both halls. **A notice in each storage area shows the number of chairs and stack heights for that area.**
- Please use the trolleys provided for moving chairs in order to avoid personal injury or damage to the halls.
- All chairs and tables are to be removed to the original storage area after use.
- **In particular we ask you to ensure table tops are wiped clean before being stacked away.**

4. Hall Telephone

- The Mandeville Hall has no telephone.
- You are advised to bring a fully charged mobile telephone for use in case of an emergency.